

STATE OF NEW JERSEY
DEPARTMENT OF BANKING AND INSURANCE

IN THE MATTER OF:

Proceedings by the Commissioner)
of Banking and Insurance, State)
of New Jersey, to fine, suspend)
and/or revoke the insurance)
producer license of Carle A.)
D'Angelo, Reference No. 1117803)
and to fine Veronica Villa,)
unlicensed.)

FINAL ORDER

TO: Carle A. D'Angelo
337 Myrtle Avenue
Scotch Plains, NJ 07076-1116

Veronica Villa
1070 Van Houten Ave.
Clifton, NJ 07013-2647

This matter, having been opened by Richard J. Badolato, Acting Commissioner of the New Jersey Department of Banking and Insurance ("Commissioner"), upon issuance of Order to Show Cause No. E14-65 and Amended Order to Show Cause No. E15-31, upon information that Carle A. D'Angelo and Veronica Villa (collectively "Respondents") may have violated various provisions of the insurance laws of the State of New Jersey; and

WHEREAS, D'Angelo is subject to the New Jersey Insurance Producer Licensing Act of 2001, N.J.S.A. 17:22A-26 et seq. ("Producer Act"); and

WHEREAS, pursuant to N.J.S.A. 17:22A-40d, the Commissioner retains the authority to enforce the provisions of, and impose any penalty or remedy authorized by, the Producer Act against any person who is under investigation for, or charged with, a violation of the Producer Act, even if the person's license or

registration has been surrendered or has lapsed by operation of law; and

WHEREAS, pursuant to N.J.S.A. 17:22A-40a(2), the Commissioner may suspend or revoke the license of a producer if the licensee has violated any insurance law; and

WHEREAS, pursuant to N.J.S.A. 17:22A-40a(4), the Commissioner may suspend or revoke the license of a producer if the licensee has improperly withheld, misappropriated, or converted any monies or properties received in the course of doing insurance business; and

WHEREAS, pursuant to N.J.S.A. 17:22A-40a(8), the Commissioner may suspend or revoke the license of a producer if the licensee uses fraudulent, coercive, or dishonest practices; and

WHEREAS, pursuant to N.J.S.A. 17:22A-40a(16), the Commissioner may suspend or revoke the license of a producer if the licensee commits any fraudulent act; and

WHEREAS, pursuant to N.J.S.A. 17:22A-40a(17), the Commissioner may suspend or revoke the license of a producer if the licensee knowingly facilitates or assists another person in violating any insurance laws; and

WHEREAS, Respondents are subject to the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 et seq. ("Fraud Act"); and

WHEREAS, pursuant to N.J.S.A. 17:33A-4a(4) (b), a person violates the Fraud Act if he prepares or makes any written or oral statement, intended to be presented to any insurance company or producer for the purpose of obtaining an insurance policy, knowing that the statement contains any false or misleading information concerning any fact or thing material to an insurance application or contract; and

WHEREAS, pursuant to N.J.S.A. 17:33A-4a(5), a person violates the Fraud Act if he conceals or knowingly fails to disclose any evidence, written or oral, which may be relevant to a finding that a violation of the provisions of N.J.S.A. 17:33A-4a(4); and

WHEREAS, pursuant to N.J.S.A. 17:33A-4b a person or practitioner violates the Fraud Act if he knowingly assists, conspires with, or urges any person or practitioner to violate any of the provisions of the Fraud Act; and

WHEREAS, on May 28, 2014 the Commissioner issued Order to Show Cause No. E14-65, alleging that D'Angelo violated various provisions of the Producer Act and that Respondents violated various provisions of the Fraud Act, as set forth in the following Counts 1 through 4:

FACTS COMMON TO ALL COUNTS

IT APPEARING THAT, at all times relevant hereto, D'Angelo was an employee of North East

Risk Management Agency, LLC ("North East");
and

IT FURTHER APPEARING that, at all times relevant hereto, D'Angelo resided at 139 Grove Street, 1st Floor Right, Elizabeth, New Jersey 07202 ("Elizabeth Apartment"); and

IT FURTHER APPEARING that, at all times relevant hereto, Villa resided with D'Angelo at the Elizabeth Apartment; and

IT FURTHER APPEARING that, on or about November 16, 2011, Elizabeth police officers responded to a report of a burglary at the Elizabeth Apartment; and

IT FURTHER APPEARING that, upon arriving at the Elizabeth Apartment, Elizabeth police officers interviewed D'Angelo regarding the alleged burglary; and

IT FURTHER APPEARING that, during this interview, D'Angelo stated that he resided at the Elizabeth Apartment; and

IT FURTHER APPEARING that, in the Investigation Report, Elizabeth police officers listed the Victim's Name as "CARLE A DANGELO"; and

IT FURTHER APPEARING that, on or about December 2, 2011, Elizabeth police officers returned to the Elizabeth Apartment to gather additional evidence; and

IT FURTHER APPEARING that, at that time, D'Angelo was again present at, and allowed the police into, the Elizabeth Apartment; and

IT FURTHER APPEARING that, on November 18, 2011, D'Angelo, in his role as an insurance producer for North East, submitted an application for a Philadelphia Contributionship homeowners insurance policy ("Application") on behalf of Villa; and

IT FURTHER APPEARING that, on the Application, Respondents listed the property location as "139 GROVE ST APT 1R ELIZABETH, NJ 07202-1195"; and

IT FURTHER APPEARING that, on the Application, in response to were there "[a]ny losses at this location in the last 3 years", Respondents answered "No"; and

IT FURTHER APPEARING that, above the signature line, the Application states "Insured Statement: I have read the information in this application and attachments. I declare that the information is true, complete and correct"; and

IT FURTHER APPEARING that, below the signature line, the Application states "Any person who includes any false or misleading information [on] any for any insurance policy is subject to civil and criminal penalties"; and

IT FURTHER APPEARING that, the Application was signed and "Accepted By" Veronica Villa; and

IT FURTHER APPEARING that, despite submitting the Application on November 18, 2011, Respondents listed an effective date of November 14, 2011, two days prior to the alleged burglary ; and

IT FURTHER APPEARING that, at the time he submitted the Application, D'Angelo stated to Philadelphia Contributionship that backdating the policy's effective date was necessary because his "heavy work load" had delayed the application's submission until November 18, 2011; and

IT FURTHER APPEARING that, in fact, Respondents did not attempt to purchase homeowners insurance prior to the November 16, 2011 burglary; and

IT FURTHER APPEARING that, on or about November 30, 2011, D'Angelo emailed Villa, stating "Babe, call [Philadelphia Contributionship's customer hotline] and report this claim to the insurance company. Ask to speak to the claims department and say this to them. Do not mention my name... just ask for claims and tell them the following. Also, ask them for [their] fax number so you can fax over a written statement. Copy and paste the info below WITHOUT my name and fax it to them"; and

IT FURTHER APPEARING that D'Angelo's November 30, 2011 email provided a letter for Villa to submit in her own name that described the alleged November 16, 2011 burglary, the value of the stolen items, and the subsequent precautions taken; and

IT FURTHER APPEARING that, on or about November 30, 2011, Villa emailed D'Angelo, stating "So when they ask why it took so long to report it and on what date I did it... please!!! Tell me all the facts. With who did I do my ins[urance] with. I need all the details and facts"; and

IT FURTHER APPEARING that, on or about November 30, 2011, Villa faxed the letter drafted by D'Angelo to Philadelphia Contributionship; and

COUNT 1 (Producer Act - Respondent D'Angelo)

IT FURTHER APPEARING that, by failing to disclose the existence of the November 16, 2011 burglary to Philadelphia Contributionship at the time of the Application, D'Angelo used fraudulent, coercive, or dishonest practices, in violation of N.J.S.A. 17:22A-40a(2), (8), and (16); and

IT FURTHER APPEARING that, by failing to disclose that he resided at the Elizabeth Address, D'Angelo used fraudulent, coercive, or dishonest practices, and committed a

fraudulent act, in violation of N.J.S.A. 17:22A-40a(2), (8), and (16); and

IT FURTHER APPEARING that, by misrepresenting his "heavy work load" necessitated backdating the policy's effective start date to November 14, 2011, D'Angelo used fraudulent, coercive, or dishonest practices, and committed a fraudulent act, in violation of N.J.S.A. 17:22A-40a(2), (8), and (16); and

IT FURTHER APPEARING that, by coaching Villa on how to submit an insurance claim without raising suspicion of insurance fraud, D'Angelo used fraudulent, coercive, or dishonest practices, and committed a fraudulent act, in violation of N.J.S.A. 17:22A-40a(2), (8), and (16); and

IT FURTHER APPEARING that, by coaching Villa on how to submit an insurance claim without raising suspicion of insurance fraud, D'Angelo knowingly facilitated or assisted another person in violating an insurance law, in violation of N.J.S.A. 17:22A-40a(17); and

IT FURTHER APPEARING that, on December 11, 2012, in response to an inquiry by the Department regarding these events, D'Angelo stated that Villa was not his girlfriend at the time of the burglary; and

IT FURTHER APPEARING that, on or about December 11, 2012, in response to an inquiry by the Department regarding these events, D'Angelo stated that he did not live with Villa; and

IT FURTHER APPEARING that, on or about December 11, 2012, in response to an inquiry by the Department regarding these events, D'Angelo stated that he did not reside at the Elizabeth Apartment at the time of the burglary; and

IT FURTHER APPEARING that, on or about December 11, 2012, in response to an inquiry by the Department regarding these events, D'Angelo stated that he did not 'coach' Villa on how to submit an insurance claim in order to avoid raising suspicion; and

IT FURTHER APPEARING that, by making false statements to the Department on or about December 11, 2012, D'Angelo used fraudulent, coercive, or dishonest practices, and committed a fraudulent act, in violation of N.J.S.A. 17:22A-40a(2), (8), and (16); and

COUNT 2 (Fraud Act - Respondent D'Angelo)

IT FURTHER APPEARING that, as D'Angelo was present shortly after the burglary, and gave a report to the police regarding the burglary, D'Angelo was aware that a loss had occurred at the location in the last three (3) years; and

IT FURTHER APPEARING that, by failing to disclose the existence of the November 16, 2011 burglary to Philadelphia Contributionship at the time of the Application, D'Angelo prepared or made a written statement, intended to be presented to an insurance company for the purpose of obtaining an insurance policy, knowing that the statement contained false or misleading information concerning any fact or thing material to an insurance application or contract, in violation of N.J.S.A. 17:33A-4a(4) (b); and

IT FURTHER APPEARING that, by failing to disclose that he lived at the Elizabeth Address, D'Angelo prepared or made a written statement, intended to be presented to an insurance company for the purpose of obtaining an insurance policy, knowing that the statement contained false or misleading information concerning any fact or thing material to an insurance application or contract, in violation of N.J.S.A. 17:33A-4a(4) (b); and

IT FURTHER APPEARING that, by misrepresenting that his "heavy work load" necessitated backdating the policy's effective start date to November 14, 2011, D'Angelo made a written or oral statement, intended to be presented to an insurance company for the purpose of obtaining an insurance policy, knowing that the statement contained false or misleading information concerning facts or things material to an insurance application or contract, in violation of N.J.S.A. 17:33A-4a(4)(b); and

IT FURTHER APPEARING that, by drafting a letter to submit to Philadelphia Contributionship designed to avoid arousing suspicion as to the claim, D'Angelo prepared or made a written statement that was intended to be presented to an insurance company, knowing that the statement contained false or misleading information concerning any fact or thing material to the claim, in violation of N.J.S.A. 17:33A-4(a)(2); and

IT FURTHER APPEARING that, on December 11, 2012, in response to an inquiry by the Department regarding these events, D'Angelo stated that Villa was not his girlfriend at the time of the burglary; and

IT FURTHER APPEARING that, on December 11, 2012, in response to an inquiry by the Department regarding these events, D'Angelo stated that he did not live with Villa; and

IT FURTHER APPEARING that, on December 11, 2012, in response to an inquiry by the Department regarding these events, D'Angelo stated that he did not reside at the Elizabeth Apartment at the time of the burglary; and

IT FURTHER APPEARING that, on December 11, 2012, in response to an inquiry by the Department regarding these events, D'Angelo stated that he did not 'coach' Villa on how to

submit an insurance claim in order to avoid raising suspicion; and

IT FURTHER APPEARING that, by making false statements to the Department on or about December 11, 2012, D'Angelo concealed or knowingly failed to disclose evidence, written or oral, which may have been relevant to a finding that a violation of the provisions of N.J.S.A. 17:33A-4a(4) has or has not occurred, in violation of N.J.S.A. 17:33A-4a(5); and

COUNT 3 (Fraud Act - Respondent Villa)

IT FURTHER APPEARING that, as Villa was present shortly after the burglary, and gave a report to the police regarding the burglary, Villa was aware that a loss had occurred at the location in the last three (3) years; and

IT FURTHER APPEARING that, by failing to disclose the existence of the November 16, 2011 burglary to Philadelphia Contributionship at the time of the Application, Villa prepared or made a written statement, intended to be presented to an insurance company for the purpose of obtaining an insurance policy, knowing that the statement contained false or misleading information concerning any fact or thing material to an insurance application or contract, in violation of N.J.S.A. 17:33A-4a(4)(b); and

IT FURTHER APPEARING that, by submitting the letter drafted by D'Angelo to Philadelphia Contributionship, in her own name, Villa presented or caused to be presented a written statement as part of, or in support of, a claim for payment pursuant to an insurance policy, knowing that the statement contained false or misleading information concerning any fact or thing material to the claim, in violation of N.J.S.A. 17:33A-4a(1); and

COUNT 4 (Conspiracy - Respondents D'Angelo and Villa)

IT FURTHER APPEARING that D'Angelo knowingly assisted, conspired with, or urged Villa to violate provisions of the Fraud Act, in violation of N.J.S.A. 17:33A-4b; and

IT FURTHER APPEARING that, Villa knowingly assisted, conspired with, or urged D'Angelo to violate provisions of the Fraud Act, in violation of N.J.S.A. 17:33A-4b; and

IT FURTHER APPEARING that Respondents were given notice of the above-referenced charges and an opportunity to contest the charges at a hearing; and

IT FURTHER APPEARING that, on July 1, 2014, D'Angelo, through counsel, served his Answer to Order to Show Cause No. E14-65 on the Department and requested a hearing; and

IT FURTHER APPEARING that, on July 28, 2014, Villa, through counsel, served her Answer to Order to Show Cause No. E14-65 on the Department and requested a hearing; and

IT FURTHER APPEARING that, on December 18, 2014, the matter was transmitted as a contested case to the Office of Administrative Law ("OAL") for a hearing consistent with the Uniform Administrative Procedure Rules, N.J.A.C. 1:1; and

IT FURTHER APPEARING that, on September 9, 2014, D'Angelo's counsel withdrew from this matter due to a conflict of interest; and

IT FURTHER APPEARING that, on January 24, 2015, Villa's counsel withdrew from this matter; and

IT FURTHER APPEARING that, on March 24, 2015, a pre-hearing status conference was held by Administrative Law Judge Barry E. Moscowitz pursuant to N.J.A.C. 1:1-13.1 to -13.2; and

IT FURTHER APPEARING that Villa failed to appear for the pre-hearing status conference and did not contact OAL either before or after the conference to advise that she would not or could not participate; and

IT FURTHER APPEARING that, on April 6, 2015, ALJ Moscowitz found that Respondent Villa failed to appear at a scheduled pre-hearing conference on March 24, 2015 and returned the matter to the Commissioner for further action pursuant to N.J.A.C. 1:1-14.4; and

IT FURTHER APPEARING that, on April 10, 2015, OAL issued a Notice of Return and Failure to Appear ("Notice") to Villa, advising her that because of her failure to appear the case as to her had been returned to the Commissioner and that, pursuant to N.J.A.C. 1:1-3.3(b) and (c), if she still wanted a hearing on this matter, she must provide an explanation for her failure to appear and so notify the Commissioner within 13 days of the Notice; and

IT FURTHER APPEARING that the Department has not received any communication from Villa; and

IT FURTHER APPEARING that, during the March 24, 2015 conference call, the Department, through counsel, informed ALJ Moscowitz and D'Angelo of its intention to amend its pleadings

based on information received since the filing of Order to Show Cause No. E14-65; and

IT FURTHER APPEARING that, on April 8, 2015, the Department issued Amended Order to Show Cause No. E15-31, alleging that, in addition to the allegations contained in Order to Show Cause No. E14-65, Respondent D'Angelo had committed additional violations of the Producer Act, as set forth in the following Counts 5 and 6:

AMENDED COUNT 5 (Producer Act - Respondent D'Angelo)

IT FURTHER APPEARING THAT, on or about February 25, 2013, M.I. met with D'Angelo in order to make a premium payment on his policy; and

IT FURTHER APPEARING THAT, on or about February 25, 2013, M.I. signed check no. 1596, in the amount of \$1,156.09; and

IT FURTHER APPEARING THAT, on or about February 25, 2013, M.I. left the "Pay to the order of" section blank; and

IT FURTHER APPEARING THAT, on or about February 25, 2013, D'Angelo advised M.I. that he would complete the "Pay to the order of" section with the appropriate insurance carrier's name; and

IT FURTHER APPEARING THAT, on or about February 25, 2013, D'Angelo put his own name in the "Pay to the order of" section of check no. 1596; and

IT FURTHER APPEARING THAT, on or about February 25, 2013, D'Angelo endorsed the check and wrote his driver's license number, ending in 06822, on the back of the check; and

IT FURTHER APPEARING THAT D'Angelo did not remit any of the insurance premiums to a carrier; and

IT FURTHER APPEARING THAT D'Angelo used the funds from check no. 1596 for his own personal use; and

IT FURTHER APPEARING THAT, to date, D'Angelo has not refunded the \$1,156.09 to M.I.; and

IT FURTHER APPEARING THAT, by representing to M.I. that he would fill in the insurance carrier's name on check no. 1596 and, instead, writing his own name in the "Pay to the order of" section, D'Angelo used fraudulent, coercive, or dishonest practices, and demonstrated his incompetence, untrustworthiness, or financial irresponsibility in the conduct of insurance business in this State, in violation of N.J.S.A. 17:22A-40a(8); and

IT FURTHER APPEARING THAT, by failing to remit M.I.'s \$1,156.09 in insurance premiums to an insurance carrier, and by taking the money for his own personal use, D'Angelo improperly withheld, misappropriated, or converted money received in the course of doing insurance business, in violation of N.J.S.A. 17:22A-40a(2), (4), and (16); and

AMENDED COUNT 6 (Producer Act - Respondent D'Angelo)

IT FURTHER APPEARING THAT, on or about March 18, 2013, D'Angelo began working at Otterstedt Insurance Agency ("Otterstedt") as an Account Executive Assistant; and

IT FURTHER APPEARING THAT between March 18, 2013 and August 21, 2014, D'Angelo misappropriated at least \$12,800 in insurance premiums from Otterstedt and its clients; and

IT FURTHER APPEARING THAT, by misappropriating insurance premiums for his own personal use, D'Angelo improperly withheld, misappropriated, or converted money received in the course of doing insurance business, demonstrating dishonest practices and untrustworthy conduct, in violation of N.J.S.A. 17:22A-40a(2), (4), (8) and (16); and

IT FURTHER APPEARING that, on July 1, 2015, another pre-hearing status conference was held by ALJ Moscovitz; and

IT FURTHER APPEARING that, during the July 1st conference call, D'Angelo acknowledged service of the Amended Order to Show Cause and a hearing was scheduled, with the consent of both remaining parties, for September 1, 2015, at 9:30 a.m., at the Office of Administrative Law, 33 Washington Street, Newark, New Jersey; and

IT FURTHER APPEARING that D'Angelo failed to appear at the September 1, 2015 hearing; and

IT FURTHER APPEARING that, on September 3, 2015, ALJ Moscovitz found that D'Angelo failed to appear at the September 1, 2015 hearing and returned the matter as to D'Angelo to the Commissioner for further action pursuant to N.J.A.C. 1:1-14.4; and

IT FURTHER APPEARING that, on September 3, 2015, the OAL issued a Notice of Return and Failure to Appear ("Notice") To Respondent D'Angelo, advising him that because of his failure to appear, the case had been returned to the Commissioner and that, pursuant to N.J.A.C. 1:1-3.3(b) and (c), if he still wanted a

hearing on this matter, he must provide an explanation for the failure to appear and so notify the Commissioner within 13 days of the Notice; and

IT FURTHER APPEARING that the Department has not received any communication from D'Angelo; and

IT FURTHER APPEARING that, because Respondents D'Angelo and Villa failed to appear at the requested hearing and defaulted, the matter was transmitted back to the Commissioner, authorizing the Department to include in this Final Order, civil and administrative penalties for the Fraud Act violations alleged in the administrative complaint as well as costs of prosecution, including attorneys' fees, and restitution, pursuant to N.J.A.C. 11:16-7.6(a); and

IT FURTHER APPEARING that D'Angelo and Villa have failed to defend against the charges contained in Order to Show Cause E14-65 and Amended Order to Show Cause E15-31 and, therefore, this matter is uncontested and ripe for the issuance of this default Final Order; and

WHEREAS, pursuant to N.J.A.C. 11:16-7.6(a) and 11:17D-2.1(b), Respondents have waived their right to a hearing to contest the charges; and

NOW, THEREFORE, IT IS on this 2nd day of October, 2015

ORDERED that the allegations of Producer Act violations contained in Amended Order to Show Cause No. E15-31 are deemed

admitted by D'Angelo pursuant to N.J.A.C. 11:17D-2.1(b); and

IT IS FURTHER ORDERED that, pursuant to N.J.S.A. 17:22A-40, and N.J.A.C. 11:17D-2.1(b)(2), the expired resident insurance producer license of Respondent Carle D'Angelo is hereby **REVOKED** effective upon the execution of this Final Order by the Commissioner; and

IT IS FURTHER ORDERED that Respondent Carle D'Angelo shall pay fines, costs, attorneys' fees, and a statutory insurance surcharge totaling \$143,433.00 and Respondent Veronica Villa shall pay fines, costs, attorneys' fees, and a statutory insurance fraud surcharge totaling \$18,730.50, consisting of the following:

1. Pursuant to N.J.S.A. 17:22A-45c, D'Angelo shall be responsible for the payment of \$90,000.00 in fines to the Commissioner for 17 violations of the Producer Act contained in Amended Order to Show Cause No. E15-31, Counts 1, 5 and 6 as follows:

- Count 1 - \$5,000.00 for failing to disclose the November 16, 2011 burglary on the Application for renter's insurance, for misrepresenting the reason for backdating the policy's effective start date to November 14, 2011, and for coaching Villa on how to submit an insurance claim without raising suspicion of insurance fraud, in violation of N.J.S.A. 17:22A-40a(2), (8) and (16);
- Count 1 - \$10,000.00 for making false statements to the Department on or about December 11, 2012 regarding his knowledge of the burglary and his relationship with Villa, in violation of N.J.S.A. 17:22A-40a(2), (8) and (16); and

- Count 5 - \$5,000.00 for misappropriating \$1,156.09 in insurance premiums from M.I. on February 25, 2013, in violation of N.J.S.A. 17:22A-40a(2), (4), (8) and (16); and
 - Count 6 - \$70,000.00 for misappropriating 14 insurance premium payments (\$5,000.00 per misappropriation) from Otterstedt Insurance Agency clients between December 11, 2013 and August 6, 2014, in violation of N.J.S.A. 17:22A-40a(2), (4), (8) and (16); and
2. Pursuant to N.J.S.A. 17:33A-5c and N.J.A.C. 11:16-7.6, D'Angelo shall pay an administrative fine in the amount of \$25,000.00 to the Commissioner for 3 violations of the Fraud Act contained in Amended Order to Show Cause No. E15-31, Counts 2 and 4, as follows:
- Count 2 - \$5,000.00 for failing to disclose the November 16, 2011 burglary on the Application for renter's insurance and for misrepresenting the reason for backdating the policy's effective date, in violation of N.J.S.A. 17:33A-4a(4)(b); and
 - Count 2 - \$10,000.00 for making false statements to the Department on or about December 11, 2012, thereby concealing or knowingly failing to disclose evidence relevant to a finding that a violation of the provisions of N.J.S.A. 17:33A-4a(4) occurred, in violation of N.J.S.A. 17:33A-4a(5); and
 - Count 4 - \$10,000.00 for conspiring with Villa to violate the Fraud Act, in violation of N.J.S.A. 17:33A-4b; and
3. IT IS FURTHER ORDERED, that, pursuant to N.J.S.A. 17:33A-5c and N.J.A.C. 11:16-7.6, Villa shall pay an

administrative fine in the amount of \$15,000.00 to the Commissioner for 2 violations of the Fraud Act contained in Order to Show Cause No. E14-65, Counts 3 and 4, as follows:

- Count 3 - \$5,000.00 for failing to disclose the November 16, 2011 burglary on the Application for renter's insurance, in violation of N.J.S.A. 17:33A-4a(4)(b) and for making knowing false or misleading statements concerning material facts to an insurance carrier as part of or in support of a claim for payment pursuant to an insurance policy, in violation of N.J.S.A. 17:33A-4(a)(1); and
 - Count 4 - \$10,000.00 for knowingly assisting, conspiring with or urging D'Angelo to violate the Fraud Act, in violation of N.J.S.A. 17:33A-4b; and
4. Pursuant to N.J.S.A. 17:33A-5c, Respondent D'Angelo shall pay attorneys' fees in the amount of \$19,483.00 and Villa shall pay attorneys' fees in the amount of \$2,730.50 [See Certification of Deputy Attorney General Gordon A. Queenan, attached hereto as Exhibit 1]; and
5. Pursuant to N.J.A.C. 11:1-32.4(b)20, Respondent D'Angelo shall reimburse the Department for the costs associated with the investigation of this matter, totaling \$7,950.00 [See Certification of Investigator Eugene Shannon, attached hereto as Exhibit 2]; and


6. Pursuant to N.J.S.A. 17:33A-5.1, in addition to the aforementioned fine, each respondent shall pay a \$1,000.00 insurance fraud surcharge; and
7. Pursuant to N.J.S.A. 17:22A-45c, D'Angelo shall pay restitution to M.I. in the amount of \$1,156.09; and
8. Pursuant to N.J.S.A. 17:22A-45c, D'Angelo shall pay restitution to Otterstedt Insurance Agency in the amount of \$12,933.15,; and

IT IS FURTHER ORDERED, that payments of the fines, costs, attorneys' fees, and the statutory insurance fraud surcharge, totaling \$143,433.00 for D'Angelo and \$18,730.50 for Villa, shall be made in one payment by each respondent and shall be remitted to the New Jersey Department of Banking and Insurance, 20 West State Street, P.O. Box 325, Trenton, New Jersey 08625, Attention: Jan Allen, Supervisor of Investigations, by certified check, cashier's check, or money order made payable to the State of New Jersey, General Treasury, within ten (10) days of the date of service of this Final Order; and

IT IS FURTHER ORDERED, that in the event full payment of fines and attorneys' fees are not made, the Commissioner may exercise any and all remedies available by law, including but not limited to, recovery of any unpaid penalties in accordance with the Penalty Enforcement Law, N.J.S.A. 2A:58-10 et seq.; and

IT IS FURTHER ORDERED, that the fines are imposed pursuant to the police powers of the State of New Jersey for the enforcement of the law and the protection of the public health, safety, and welfare, and are not intended to constitute debts which may be limited or discharged in a bankruptcy proceeding; and

IT IS FURTHER ORDERED, that the provisions of this Final Order represent a final agency decision and constitute a final resolution of the allegations contained in Order to Show Cause No. E14-65 and Amended Order to Show Cause No. E15-31.


PETER L. HARTT
Director of Insurance